

Vol 11, Tab 30

POLICY CODE <b>31-359 920</b>	NAME AND LOCATION <b>Marab &amp; McL</b>	PREVIOUS POLICY NUMBER <b>XLX 136 29 35</b>	POLICY NUMBER <b>XLX- 137 04 26</b>
BRANCH		0	
CO. <b>01</b> COVERAGE PROVIDED BY NUMBER 01 FIREMAN'S FUND 18 THE AMERICAN 07 NATIONAL SURETY			
ITEM 1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE) <b>V. R. Green &amp; Co.</b> <b>1114 Avenue of the Americas</b> <b>New York, NY 10036</b>			
POLICY PERIOD: ITEM 2. <b>6-30-79</b> <b>6-30-80</b> <small>INCEPTION (MO. DAY YR.)      EXPIRATION (MO. DAY YR.)</small> <small>(12:00 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.)</small>			
AGENT PLEASE SHOW RATE OF COMMISSION      COMM.			
ITEM 3. LIMIT OF LIABILITY: <b>\$ 4,000,000</b> EACH OCCURRENCE <b>2/0 \$50,000,000</b> <b>\$ 4,000,000</b> AGGREGATE			
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY <b>\$ 100,000,000</b> EACH OCCURRENCE <b>\$ 100,000,000</b> AGGREGATE			
ITEM 5. PREMIUM BASIS <b>\$ Flat charge</b>		ITEM 6. ADVANCE PREMIUM: <b>\$ 6,500.</b> ANNUAL MINIMUM PREMIUM: <b>\$ 6,500.</b>	
IN THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN <b>\$ 1,200.</b>			
ITEM 7. SCHEDULE OF UNDERLYING INSURANCE: <p style="text-align: center;"><b>See Encl. #1</b></p>			

### FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

#### INSURING AGREEMENTS

1. Coverage. To indemnify the insured for the insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said underlying policy or policies solely by reason of losses paid thereunder on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder. Subject to the applicable limit of liability as respects each occurrence, the limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

#### DEFINITIONS

"Ultimate net loss" means all sums actually paid, or which the insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvage.

#### CONDITIONS

1. Maintenance of Primary Insurance. The insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE <b>3-26-79</b>	COUNTERSIGNATURE OF AUTHORIZED AGENT
-----------------------------------------	--------------------------------------

BLANKET EXCESS LIABILITY POLICY (FOLLOWING FORM) 5902--2-72  
PRODUCER'S COPY

**DEFENDANT'S  
EXHIBIT**

FFICSC Exh. 9(d)

WRG 000000391

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(Continued from Preceding Page)

ing as excess over various policies of primary insurance) with combined limits of liability for said underlying insurance stated in Item 4 of the declarations, or renewals or replacements thereof not affording coverages other than those at inception of this policy, shall be maintained in full effect during the period of this policy, except for reduction of aggregate limits solely as a result of payment of claims arising out of occurrences during this policy period. Such underlying insurance is not maintained in full effect by the insured or if there is any change in the scope of coverage under any underlying insurance, the insurance afforded by this policy shall apply in the same manner as though such underlying policies had been so maintained and unchanged.

The insurance afforded by this policy is subject to the same warranties, terms (including the terms used to describe the application of the limits of liability), conditions and exclusions as are contained in the underlying insurance on the effective date of this policy, except, unless otherwise specifically provided in this policy, any such warranties, terms, conditions or exclusions relating to premium, the obligation to investigate and defend, the amount and limits of liability, and any renewal agreement.

2. Notice of Occurrence. The insured shall immediately advise the Company of any occurrence or disaster which will probably result in liability under this policy. The Company shall, nevertheless, be called upon to assume charge of the settlement or defense of any claims made, or suits brought, or proceedings instituted against the insured, but shall have the right and opportunity to be associated with the insured in the defense and trial of any such claims, suits or proceedings relative to any occurrence which, in the opinion of the Company, may create liability on the part of the Company under the terms of the policy. If the Company avails itself of such right and opportunity, the insured and the Company shall cooperate in all respects so as to effect a final determination of the claim or claims.

3. Payment of Loss. It is a condition of this policy that the insurance afforded under this policy shall apply only after all underlying insurances have been exhausted. Upon final determination by settlement, award or verdict of the liability of the insured, the Company shall promptly pay the insured as the insured shall pay, or be required to pay, the amounts of any losses falling within the terms or limits of this insurance. All losses covered under this policy shall be due and payable by the Company within 90 days after they are respectively claimed and proof of loss filed with the Company in conformity with this policy. Bankruptcy or insolvency of insured shall not relieve the Company of any of its obligations under.

4. Payment of Expenses. Loss expenses and legal expenses, including court costs and interest, if any, which may be incurred by the

insured with the consent of the Company in the adjustment or defense of claims, suits or proceedings shall be borne by the Company and the insured in the proportion that each party's share of loss bears to the total amount of said loss. Loss expense hereunder shall not include salaries and expense of the insured's employees incurred in investigation, adjustment and litigation.

5. Appeal. In the event the insured or any underlying insurer elects not to appeal a judgment in excess of the amount of the underlying insurance, the Company may elect to appeal at its expense and shall be liable for the expenses incidental thereto, but in no event shall the liability of the Company for ultimate net loss exceed the amount set forth in the policy plus the expenses incidental to such appeal.

6. Subrogation. In the event of any payment of this policy, the Company shall be subrogated to all the insured's rights of recovery therefor against any person or organization and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Any amount recovered as subrogation shall be apportioned in the inverse order of payment of loss to the extent of actual payment. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by the Company, the Company shall bear the expenses thereof.

7. Premium. The premium for this policy shall be computed upon the basis stated in the Declarations. The advance premium stated in the Declarations, unless otherwise specified is an estimated premium only. Upon termination of this policy the earned premium shall be computed and if the earned premium is more than the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion, subject to the annual minimum premium stated in the Declarations for each twelve months of the policy period, and subject further to the policy minimum premium as stated in the Declarations.

8. Cancellation. This policy may be cancelled by either party upon 30 days' notice in writing to the other stating the date cancellation shall be effective. If cancellation is at the request of the insured, adjustment of premium shall be at short rate, and if cancelled by the Company, adjustment shall be made pro rata. However, in the event of cancellation or termination of the underlying insurance, this policy shall cease to apply at the same time without notice to the insured. Notice shall be given by the Company to the insured at the address shown in the declarations. Payment or tender of unearned premium is not a condition of cancellation.

### NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(BROAD FORM)

It is agreed that the policy does not apply:

I. Under any Liability Coverage, to injury, sickness, disease, death or destruction

(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

II. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been dispersed, or

(b) nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

III. As used in this endorsement:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material," and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means and fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means

(a) any nuclear reactor,

(b) any equipment or device designed or used for (1) separating

PAGE TWO

(Continued on Next Page)

C.I. - 00366

FFICSC 000140

(Continued from Preceding Page)

the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste, (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235, (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, FIREMAN'S FUND INSURANCE COMPANY has caused this Policy to be signed by its President and Secretary but this Policy shall not be valid unless countersigned by a duly authorized Agent of the Company.

*J. Benedict*

SECRETARY

*Myron R. Bain*

PRESIDENT

FINAL PAGE

C.I. - 00367

FFICSC 000141

## SCHEDULE OF UNDERLYING INSURANCE

#1

<u>Layer</u>	<u>Participation</u>	01818
A) \$5,000,000 XS primary		
London	\$4,000,000	
Northbrook	1,000,000	2752
B) \$15,000,000 XS \$5,000,000		
London	\$7,500,000	
Northbrook	3,750,000	
Granite State	3,750,000	
C) \$30,000,000 XS \$20,000,000		
London	\$15,000,000	
AIU Ins. Co.	3,000,000	
Transit	2,000,000	
Hartford	2,000,000	
Granite State	7,000,000	
Gerling Konzern	1,000,000	
D) \$25,000,000 XS \$50,000,000		
London	\$4,000,000	
Integrity	2,000,000	
Northbrook	7,000,000	
National Union	1,000,000	
Transit	5,000,000	
Granite State	4,000,000	
AIU	2,000,000	
E) \$25,000,000 XS \$75,000,000		
City Insurance	\$5,500,000	
Granite State	8,500,000	
Reunion Adriatica	1,000,000	
National Union	6,000,000	
Transit	3,000,000	
Hartford	1,000,000	

POLICY NUMBER 3-80 XLX-137 04 26	INSURED W. R. Grace & Co.	EFFECTIVE 6-30-79
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron A. Bains</i> PRESIDENT		PRODUCER  COUNTERSIGNATURE OF AUTHORIZED AGENT

180001-1.68 SETS

WRG 000000392

FFICSC 000142

01819

12755

Architects, Engineers or Surveyors-Professional Liability Conclusion

#2

It is agreed that this policy shall not apply to any liability arising out of any professional services performed by or for the Insured, including, but not limited to

- (A) the preparation or approval of maps, plans opinions, reports, surveys, designs or specifications and
- (B) Supervisory, inspection or engineering services.

Accepted:

Named Insured or Executive Officer

POLICY NUMBER <b>XLX-137 04 26</b>	INSURED <b>W. E. Grace &amp; Co.</b>	EFFECTIVE <b>6-30-79</b>
FIREMAN'S FUND INSURANCE COMPANY THE AMERICAN INSURANCE COMPANY NATIONAL SURETY CORPORATION ASSOCIATED INDEMNITY CORPORATION AMERICAN AUTOMOBILE INSURANCE COMPANY <i>Myron R. Davis</i> PRESIDENT	PRODUCER	
	COUNTERSIGNATURE OF AUTHORIZED AGENT	

180008-4-65 SETS

WRG 000000393

FFICSC 000143

**THE EXCESS & SPECIAL RISK MARKET INC.**

THE OFFICE: P. O. BOX 3395/SAN FRANCISCO, CALIFORNIA 94119

HBX CASUALTYESR 100 69 07  
CERTIFICATE OF REINSURANCE

This is to certify that we have effected Reinsurance as follows:

REINSURED: Fireman's Fund Insurance Co.

REINSURED'S POLICY NO.:

INSURED AND ADDRESS: W.R. Grace & Co.  
1114 Avenue of the Americas  
New York, N. Y. 10036XLX 137 04 26  
(New York)

LOCATION OF RISK:

COVERAGE: Blanket Excess Liability Policy

REINSURANCE PERIOD: From: June 30, 1979 To: June 30, 1980  
\$4,000,000. each occurrence/\$4,000,000. aggregate part of  
REINSURED'S POLICY LIMITS: \$50,000,000. each occurrence/\$50,000,000. aggregate excess  
of \$100,000,000. each occurrence/\$100,000,000. aggregate.

REINSURED'S RETENTION: \$3,000,000. P/O \$4,000,000.

REINSURANCE ACCEPTED: \$1,000,000. P/O \$4,000,000.

☒ PRO RATA  
☐ EXCESS OF LOSSINSURANCE PREMIUM:  
☒ NON-ADJUSTABLE PREMIUM  
☐ ADJUSTABLE PREMIUMHBX PREMIUM: \$1,500.00  
HBX ANNUAL M.P.: \$1,500.00HBX INSTALLMENT PREMIUMS:  
Date due Amount due  
6-30-79 \$1,500.00 ☐ ACONDITIONS: Cancellation as original plus ten days.  
All other terms and conditions as original.

INFORMATION: Various

REINSURED WITH: HBX Binding Authority Hannover Re. (100%)

9-11-79

DATE

HBX REINSURANCE OFFICE

Office

THE EXCESS AND SPECIAL RISK MARKET INC.

380064-8-74

REINSURANCE POLICY NO. XLX 137 04 26

C.I. - 00370

FFICSC 000144

**FULL REINSURANCE CLAUSE**

Being a Reinsurance of and warranted same gross or net rates, special rates, and same terms and conditions as and to follow the settlements of the Reinsured, and that said Reinsured retains during the currency of this Certificate at least the amount stated herein on the identical subject matter and risk and in identical proportion on each separate part thereof, but in the event of the retained line being less than the amount stated herein, Reinsurance Accepted to be proportionately reduced.

The above clause only applies if specifically referred to overleaf.

REINSURANCE WITH. HBE, REINSURANCE ACCEPTANCE REINSURANCE RE. (100%)

REINSURANCE WITH. REINSURANCE

REINSURANCE WITH. REINSURANCE

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REINSURANCE WITH. REINSURANCE

## EXCESS &amp; SPECIAL RISK MARKET INC.

San Francisco ☐ New York  
 Los Angeles ☒ Home Office  
 Chicago ☐

Insurance & Reinsurance  
 Underwriting Managers  
 Surplus Lines Brokers

Invoice Number: 43885

PRODUCER

Fireman's Fund Ins. Co.  
 North Jersey P.S.O.  
 P.O. Box 221  
 Parsippany, N.J. 07054

DATE October 30, 1979

INSURED  
 W. R. Grace & Co.  
 XLX 1370426

(TO CORRECT CREDITING COMMISSION)

OFFICE 90 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
BS 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	20.00 %
			NEW/RENEWAL		
			ADDITIONAL PREMIUM		
			RETURN PREMIUM		
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:  
 EXCESS & SPECIAL RISK MARKET INC.  
 P.O. BOX 8895

SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS  
 NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS  
 We are required by the Underwriters of this insurance to hold you responsible  
 for earned premiums in all cases.

PRODUCER'S COPY

C.I. - 00372

FFICSC 000146

## EXCESS &amp; SPECIAL RISK MARKET INC.

San Francisco  
Los Angeles  
Chicago

☐ New York  
☒ Home Office  
☐

Insurance & Reinsurance  
Underwriting Managers  
Surplus Lines Brokers

Invoice Number: 43885

PRODUCER

Fireman's Fund Ins. Co.  
Newark Jersey P.S.O.  
P.O. Box 221  
Parsippany, N.J. 07054

DATE October 30, 19 79

INSURED

W. L. Gracia & Co.  
XIX 1370426

(TO CORRECT CREDIT COMMISSION)

OFFICE 98 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
RS 100 60 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	20.00 %
			EX. NEW/RENEWAL		
			<input type="checkbox"/> ADDITIONAL PREMIUM		
			<input type="checkbox"/> RETURN PREMIUM		
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:  
THE EXCESS & SPECIAL RISK MARKET INC.  
P.O. BOX 8895  
SAN FRANCISCO, CALIFORNIA 94119  
IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS  
NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS  
We are required by the Underwriters of this Insurance to hold you responsible  
for earned premiums in all cases.  
REMITTANCE COPY--PLEASE RETURN WITH CHECK

C.I. - 00373

FFICSC 000147

## EXCESS &amp; SPECIAL RISK MARKET INC.

☐ San Francisco    ☐ New York  
☐ Los Angeles    ☒ Home Office  
☐ Chicago    ☐

Insurance & Reinsurance  
 Underwriting Managers  
 Surplus Lines Brokers

Invoice Number: 43258

PRODUCER

Fireman's Fund Ins. Co.  
 North Jersey P.S.O.  
 P. O. Box 221  
 Parsippany, N.J. 07054

CREDIT MEMO

DATE October 30, 19 79

INSURED  
 W. R. Grace & Co.  
 XLX 1370426

OFFICE 90 PRODUCER NO. F 070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
BS 100 69 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	25.00 %
			<input type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input checked="" type="checkbox"/> RETURN PREMIUM	TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:  
 THE EXCESS & SPECIAL RISK MARKET INC.

P.O. BOX 3895  
 SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS  
 NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS  
 We are required by the Underwriters of this insurance to hold you responsible  
 for earned premiums in all cases.

PRODUCER'S COPY

C.I. - 00374-

FFICSC 000148

## EXCESS &amp; SPECIAL RISK MARKET INC.

☐ San Francisco  
☐ Los Angeles  
☐ Chicago

☐ New York  
☒ Home Office  
☐

Insurance & Reinsurance  
 Underwriting Managers  
 Surplus Lines Brokers

Invoice Number: 43258

PRODUCER

McGowan's Fund, Inc., Co.  
 North Jersey F.S.O.  
 P. O. Box 221  
 Parsippany, N.J. 07054

CREDIT  
MEMO

DATE: October 30, 1979

INSURED

W. R. Greene & Co.  
 ELX 1370426

OFFICE 90 PRODUCER NO. F-070

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 60 07	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	25.00 %
			<input type="checkbox"/> NEW/RENEWAL <input type="checkbox"/> ADDITIONAL PREMIUM <input checked="" type="checkbox"/> RETURN PREMIUM	TAXES OR FEES	DESCRIPTION
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:  
 THE EXCESS & SPECIAL RISK MARKET INC.

10. BOX 8896  
 SAN FRANCISCO, CALIFORNIA 94119

IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

NOTE:

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS.

NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS.  
 We are required by the Underwriters of this insurance to hold you responsible  
 for earned premiums in all cases.

REMITTANCE COPY—PLEASE RETURN WITH CHECK

C.I. - 00375

FFICSC 000149

## EXCESS &amp; SPECIAL RISK MARKET INC.

☒ San Francisco    ☐ New York  
☒ Los Angeles    ☒ Home Office  
☒ Chicago    ☐

Insurance & Reinsurance  
 Underwriting Managers  
 Surplus Lines Brokers

Invoice Number: 43972

PRODUCER

Fireman's Fund Insurance Co.  
 1000 Broadway, N.Y.C.  
 N.Y. 10038  
 Date of Policy: 9/1/79

DATE September 11, 1979

INSURED

W. B. Brown & Co.  
 1000 Broadway, N.Y.C.

OFFICE OF PRODUCER NO. 1000

POLICY NO.	EFF. DATE	EXPIR. DATE	DESCRIPTION OF COVERAGE	GROSS PREMIUM	COMMISSION
ES 100 5987	6-30-79	6-30-80	Blanket Excess Liability Policy	\$ 1,500.00	15% 225.00
			NEW/RENEWAL		
			ADDITIONAL PREMIUM		
			RETURN PREMIUM		
					TOTAL DUE

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE TO:  
 EXCESS & SPECIAL RISK MARKET INC.  
 P.O. BOX 8895  
 SAN FRANCISCO, CALIFORNIA 94118  
 IMPORTANT: PLEASE SHOW POLICY NUMBER ON THE FACE OF YOUR CHECK

ALL PREMIUMS MUST BE PAID WITHIN 30 DAYS.  
 NOTICE: NO FLAT CANCELLATIONS ARE ALLOWABLE ON THIS BUSINESS  
 We are required by the Underwriters of this Insurance to hold you responsible  
 for unpaid premiums in all cases.  
 REMITTANCE COPY - PLEASE RETURN WITH CHECK

C.I. - 00376-

FFICSC 000150

~~C.I. = 00377~~

**FFICSC 000151**

MORE ENTRY INSTRUCTIONS (CONTINUED FROM REVERSE SIDE)

## OUTSIDE REINSURANCE (FACULTATIVE CEDED REINSURANCE)

INSURER	LIABILITY (PERCENT OR DOLLARS)	PREMIUM TO REINSURER	REINS. COMM.
E & SR H.B. Co. Mailing Address: <i>Florida Office, Attn: Pacific Standard</i> 1000 24th Ave. S.W. REINSURANCE CERT. NO. <i>1/23/14</i> PAY PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<i>25%</i> <i>(1,000,000)</i>	<i>500</i> <i>50%</i>	<i>20%</i>
REINSURER			
Mailing Address			
REINSURANCE CERT. NO.			
PAYER PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
REINSURER			
Mailing Address			
REINSURANCE CERT. NO.			
PAYER PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			
REINSURER			
Mailing Address			
REINSURANCE CERT. NO.			
PAYER PREMIUM TO: REINS. COMPANY REINS. BROKER PRODUCER <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>			

## TO: CLAIMS (FOR CLAIMS DEPARTMENT USE ONLY)

DISTRIBUTE THAT PART OF THE TOTAL POLICY LOSS (RESERVE OR PAYMENTS) ALLOCATED TO THE E &amp; SR TREATY AS FOLLOWS:

E & SR TREATY'S (NOT E & SR SURPLUS TREATY) SHARE OF LOSS AS SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E & SR TREATY LIMIT" ON REVERSE SIDE	LOSS ALLOCATION	
	FIREMAN'S FUND'S SHARE (NET TO E.F.)	REINSURANCE SHARE
FIRST \$1,000,000 OF LOSS TO E & SR TREATY	50% OF LOSS	50% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS
NEXT \$2,000,000 OF LOSS TO E & SR TREATY	25% OF LOSS	75% OF LOSS

2. ALLOCATE REMAINING PORTION OF TOTAL LOSS (IF ANY) AS PER THE PERCENTAGE (OR DOLLARS) SHOWN UNDER CEDED REINSURANCE IN THE SPACE TITLED "E &amp; SR SURPLUS TREATY LIMIT" ON THE REVERSE SIDE AND OUTSIDE REINSURANCE (IF SHOWN ABOVE).

OF ENTRY DEPARTMENT. REFER TO REVERSE SIDE FOR CODING INSTRUCTIONS.

C.I. - 00378-

FFICSC 000152

1306-17501 5-78

~~SECRET~~

~~C.I. - 00379~~

**FFICSC 000153**

1306-(PSO) 5-78

~~C.I. - 00380~~

**FFICSC 000154**



# EXCESS & SPECIAL RISKS INSTRUCTIONS FOR POLICYWRITING & CODING

TO: POLICYWRITING		USE NUMBER XLX1370426
<input type="checkbox"/> NEW PRODUCTION CODE	<input checked="" type="checkbox"/> RENEWAL PRODUCER NAME	<input type="checkbox"/> ENDORSEMENT EFFECTIVE DATE:
<input type="checkbox"/> CANCELLATION LOCATION		
NAMED INSURED ADDRESS  W. R. Harris & Co.		
<input checked="" type="checkbox"/> USE POLICY FORM } <i>See attached</i> <input checked="" type="checkbox"/> USE ENDORSEMENT FORM } <input type="checkbox"/> USE CERTIFICATE FORM <input type="checkbox"/> PER FORM ATTACHED		
<input checked="" type="checkbox"/> PLEASE PUT Pol. # XLX1370426 & XLX1370427 in same underwriting folder. Send both policies to producer together.		
COPIES: <input type="checkbox"/> PRE-CARBONIZED FORM <input checked="" type="checkbox"/> ORIGINAL, PROCESSING CENTER, AGENT, UNDERWRITER, B.O., AUDIT, EXTRA <input type="checkbox"/> BLEN ORIGINAL <input type="checkbox"/> ORDER CREDIT REPORT <input type="checkbox"/> ORDER		
DISTRIBUTE:		
<input checked="" type="checkbox"/> SEND ORIGINAL AND AGENTS COPY TO AGENT <input type="checkbox"/> SEND ORIGINAL, AGENTS AND B.O. COPIES TO:		
MR. _____ E & SR REPRESENTATIVE		
B.O. _____		
<input type="checkbox"/> SEND ALL COPIES EXCEPT UNDERWRITING COPY TO:		
MR. _____ E & SR REPRESENTATIVE		
B.O. _____		
<input checked="" type="checkbox"/> RETURN <input checked="" type="checkbox"/> UNDERWRITING COPY TO E & SR DEPARTMENT <input type="checkbox"/> BRANCH OFFICE COPY TO E & SR DEPARTMENT		
<input checked="" type="checkbox"/> RETURN ALL <i>else</i> <i>Anna Leung</i> <i>X223</i> TO:		
<input type="checkbox"/> OTHER: _____		

TO: ENTRY DEPARTMENT — SPECIAL INSTRUCTIONS ON REVERSE SIDE  
380047-7.77

7/26/29

C.I. - 00384

FFICSC 000155

**BLANKET EXCESS LIABILITY POLICY  
(FOLLOWING FORM)**

Coverage is provided in the Company designated by number,  
a stock insurance Company (herein called the Company)

**DECLARATIONS**

1. INSURED'S NAME AND ADDRESS (NO., STREET, TOWN, COUNTY, STATE)



**FIREMAN'S  
FUND  
INSURANCE  
COMPANIES**  
MAIL ADDRESS  
SAN FRANCISCO  
CALIFORNIA

01 FIREMAN'S FUND  
INSURANCE COMPANY SAN FRANCISCO, CALIFORNIA  
18 THE AMERICAN  
INSURANCE COMPANY PARTISHPANY, NEW JERSEY  
07 NATIONAL SURETY  
CORPORATION CHICAGO, ILLINOIS  
13 ASSOCIATED INDEMNITY  
CORPORATION SAN FRANCISCO, CALIFORNIA  
15 AMERICAN AUTOMOBILE  
INSURANCE COMPANY CREVE COEUR, MISSOURI

POLICY PERIOD:

ITEM 2. INCEPTION (MO., DAY, YR.) EXPIRATION (MO., DAY, YR.)  
1901 A.M., STANDARD TIME AT THE ADDRESS OF THE NAMED INSURED AS STATED HEREIN.

ITEM 3. LIMIT OF LIABILITY	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 4. UNDERLYING INSURANCE LIMIT OF LIABILITY	
\$	EACH OCCURRENCE
\$	AGGREGATE
ITEM 5. PREMIUM BASIS	ITEM 6. ADVANCE PREMIUM \$ ANNUAL MINIMUM PREMIUM \$
THE EVENT OF CANCELLATION BY THE NAMED INSURED, THE COMPANY SHALL RECEIVE AND RETAIN NOT LESS THAN \$	
7. SCHEDULE OF UNDERLYING INSURANCE	

**FOLLOWING FORM BLANKET EXCESS LIABILITY POLICY**

The Company designated above, a stock insurance company, (herein called the Company) agrees with the insured, named in the declarations, made a part hereof, in consideration of the payment of premium and in reliance upon the statements in the declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy.

**INSURING AGREEMENTS**

1. Coverage. To indemnify the Insured for the Insured's ultimate net loss in excess of the insurance afforded under the Blanket Excess Liability or "Umbrella" policies specified in Item 7 of the Declarations, hereafter called underlying insurance, in full force and effect at the inception of this policy, provided that the insurance for injury to or destruction of property under this policy and underlying policies shall not apply except as respects injury to or destruction of corporeal property, including loss of use thereof.

2. Limit of Liability. The Company shall be liable only for the limit of liability stated in Item 3 of the Declarations in excess of the limit or limits of liability of the applicable underlying insurance policy or policies all as stated in the declarations of this policy. The limit of the liability stated in the declarations as applicable to "each occurrence" shall be the total limit of the Company's liability for all damages sustained as the result of any one occurrence, provided, however, in the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under said policy or policies solely by reason of losses paid thereon on account of occurrences during this policy period, this

policy shall in the event of reduction, apply as excess of the reduced limit of liability thereunder, subject to the applicable limit of liability as respects each occurrence. The limit of liability stated in the declarations as "aggregate" shall be the total limit of the Company's liability for all damages sustained during each annual period of this policy.

3. Policy Period. This policy applies only to occurrences which take place during the policy period.

**DEFINITIONS**

"Ultimate net loss" means all sums actually paid, or which the Insured is legally obligated to pay, as damages in settlement or satisfaction of claims or suits for which insurance is afforded by this policy, after proper deduction of all recoveries or salvages.

**CONDITIONS**

1. Maintenance of Primary Insurance. The Insured warrants, and it is a condition of this policy, that at the inception of this policy, insurance afforded by the underlying policies of insurance (apply-

(Continued on Page Two)

COUNTERSIGNATURE DATE	COUNTERSIGNATURE OF AUTHORIZED AGENT
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PAGE ONE

5902-2-72

IV-D

C.I. - 00382

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